

DRAFT HEADS OF TERMS

Proposed Planning Obligation Agreement

Section 106 Town and Country Planning Act 1990

This Heads of Terms has been assessed against the adopted Supplementary Planning Document on Planning Obligations dated 1st April 2008. All contributions in respect of the residential development are assessed against general market units only, except for the waste contribution.

Planning application: P163707/F

Proposed residential development of 10 open market family homes (7 x 3 bedroom and 3 x 4 bedroom) and 5 affordable (3 x 2 bed and 2 x 3 bed) on land opposite Mill House Farm, Fownhope, Herefordshire

1. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£22,626.00** (index linked). The contributions will provide for enhanced educational infrastructure at St Marys Primary School, Fownhope. The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.
2. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£32,439.00** (index linked). The contributions will provide for sustainable transport infrastructure to serve the development. The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.

The sustainable transport infrastructure will include:

- Traffic Regulation Order to investigate the reduction in speeds and making drivers more aware of the village environment they are driving through.
 - Improvements to passenger waiting facilities in Fownhope, shelter and kerbs.
 - Provision of dropped kerbs from development site to school and village amenities
3. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£18,137.00** (index linked). The contributions will provide for enhanced play facilities at the existing neighbourhood play area

'Malthouse Recreation Ground' in Fownhope in consultation with the parish council. The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.

4. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£8,511.00** (index linked). The contributions will provide for enhanced cricket training facilities in Fownhope in accordance with the Outdoor Sports Investment Plan 2016. The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.
5. The developer covenants with Herefordshire Council to pay Herefordshire Council the sum of **£80.00** (index linked) per dwelling. The contributions will provide for 1 x waste bin and 1 x recycling bin. The sum shall be paid on or before first occupation of the 1st open market dwellinghouse, and may be pooled with other contributions if appropriate.
6. The developer covenants with Herefordshire Council that 5 units of the residential units shall be "Affordable Housing" which meets the criteria set out in policy H1 of the Herefordshire Local Plan Core Strategy 2011 - 2031 and the National Planning Policy Framework or any statutory replacement of those criteria and that policy including the Supplementary Planning Document on Planning Obligations 2008.
7. The developer covenants with Herefordshire Council that the affordable units will be Low Cost Market Housing which means housing sold to people in need of Affordable Housing at a discounted price with the following discounts being applied;
 - 2 bedroom dwelling discounted at 39%
 - 3 bedroom dwelling discounted at 36%
8. The developer covenants with Herefordshire Council not to occupy or cause or permit the occupation of more than eighty percent (80%) of the Open Market Units (unless Occupation is otherwise agreed in writing by the Council in accordance with a phasing programme).

9. The Affordable Housing Units must be allocated in accordance with the Herefordshire Allocation Policy for occupation as a sole residence to a person or persons in affordable housing need one of who has:-

9.1 a local connection with the parish of Fownhope;

9.2 in the event there being no person with a local connection to the parish of Fownhope to the following parishes Home Lacey, Ballingham, Brockhampton and Much Fawley, Woolhope and Mordiford;

9.3 in the event there being no person with a local connection to the above parish any other person ordinarily resident within the administrative area of Herefordshire Council who is eligible under the allocation policies of the Registered Social Landlord if the Registered Social Landlord can demonstrate to the Council that after 28 working days of any of the Affordable Housing Units becoming available for letting the Registered Social Landlord having made all reasonable efforts through the use of Home Point have found no suitable candidate under sub-paragraph 9.1 & 9.2 above

10. For the purposes of sub-paragraph 9.1 of this schedule 'local connection' means having a connection to one of the parishes specified above because that person:

10.1 is or in the past was normally resident there; or

10.2 is employed there; or

10.3 has a family association there; or

10.4 a proven need to give support to or receive support from family members; or

10.5 because of special circumstances

11. In the event that the Herefordshire Council does not for any reason use the sum specified in paragraphs 1, 2, 3, 4 and 5 above for the purposes specified in the agreement within 10 years of the date of this agreement, the Council shall repay to the developer the said sum or such part thereof, which has not been used by Herefordshire Council.

12. The sums referred to in paragraphs 1, 2, 3, 4 and 5 above shall be linked to an appropriate index of indices selected by the Council with the intention that such sums will be adjusted according to any percentage in prices occurring between the date of the Section 106 Agreements and the date the sums are paid to the Council.
13. If the developer wishes to negotiate staged and/or phased trigger points upon which one or more of the covenants referred to above shall be payable/delivered, then the developer shall pay a contribution towards Herefordshire Council's cost of monitoring and enforcing the Section 106 Agreement. Depending on the complexity of the deferred payment/delivery schedule the contribution will be no more than 2% of the total sum detailed in this Heads of Terms. The contribution shall be paid on or before the commencement of the development.
14. The developer shall pay to the Council on or before the completion of the Agreement, the reasonable legal costs incurred by Herefordshire Council in connection with the preparation and completion of the Agreement.